

**PROPOSAL PAMPHLET**  
**FOR**  
**COUNTY 25TH STREET: AVENUE E TO AVENUE D**  
**CIP 1.1301**



**March, 2015**

**Yuma County**  
**Department of Development Services**  
**Engineering Division**  
**2351 W. 26<sup>th</sup> Street**  
**Yuma, Arizona 85364**  
**(928) 817-5000**

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**CIP 1.1301**

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# **PROJECT NAME, LOCATION AND GENERAL DESCRIPTION**

## **PROJECT NAME:**

The name of this project is **YUMA COUNTY PROJECT CIP NO. 1.1301 – COUNTY 25TH STREET: AVENUE E TO AVENUE D**. All correspondence and documents are to reference “County 25th Street: Avenue E to Avenue D (CIP 1.1301)”.

## **PROJECT LOCATION:**

The Project is located in Yuma County, Arizona. The proposed work is located in San Luis, Arizona.

## **GENERAL DESCRIPTION:** A brief description of the work to be performed includes:

- Two Phased project:
  - Phase 1 County 25<sup>th</sup> Street Roadway Construction between Ave. E and Ave D
  - and BOR 242 Lateral: Construct Reinforced Box Culvert
  - Phase 2- Construct road improvements within the Magrino Industrial Park Subdivision
- Construction of a 26 foot wide paved roadway with 8-foot shoulders on County 25th Street between Avenue E to Avenue D.
- Subgrade preparation, Aggregate Base Course, Asphalt paving and striping.
- Provide curb returns at the intersections.
- Furnish and install Traffic control materials
- Construction, within an Industrial Subdivision, internal industrial roads 54 feet wide approximately 4,100lf with approximately 7,200lf of curbing and one [1] RCBC -80lf each and one [1] 48" dia. RGRCP 80lf.
- Raise/ adjust various water valves/covers/meter boxes
- Raise/adjust manhole frames and cover and adjust force main clean out.

## **Yuma County**

### **ADVERTISEMENT FOR BIDS**

#### **County 25th Street: Avenue E to Avenue D (CIP 1.1301)**

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the Office of the Clerk of the Yuma County Board of Supervisors, at the Yuma County Administration Building, 198 S. Main Street, Yuma, Arizona 85364 until 2:00 P.M. (M.S.T.) on April 10, 2015 for the construction of the County 25th Street Project, Avenue E to Avenue D, the Magrino Industrial Park and work incidental thereto.

Bids will then be publicly opened and read aloud. Each bid must be submitted in accordance with the Project's Proposal Pamphlet and on the forms provided therein including, the non-collusion affidavit and a certified or cashier's check or bid bond in the amount of ten percent of the total amount of the bid.

The proposed work is located in San Luis, Arizona. The work consists of, but is not limited to, Phase 1: construction of County 25th Street, a new 2-lane roadway approximately 1 mile between Avenue E and Avenue D, and a new irrigation concrete box culvert (5'x6') crossing, and

Phase 2: construction of Magrino Industrial Park surface improvements, including approximately 4,000lf of a 54 feet wide roadway with curbing and adjusting water valves and sewer manholes to finished road surface.

The amount programmed for the base bid is \$1,250,000. This phased project shall be completed by November 27, 2015. The Contract Time will expire on this date.

Project plans, specifications, proposal pamphlet and contract documents may be examined and copies obtained at the office of the Yuma County Department of Development Services, 2351 W. 26<sup>th</sup> Street, Yuma, Arizona, 85364, telephone (928) 817-5000, also online at <http://www.yumacountyaz.gov/rfp>. To be placed on the Plan Holder's List and receive addenda and other notices, prospective bidders on this project MUST register by submitting the "Receipt Acknowledgement Form" within the Proposal Pamphlet.

All bids must be in a sealed envelope and plainly marked: "County 25th Street: Avenue E to Avenue D (CIP 1.1301)".

The Yuma County Board of Supervisors reserves the right to reject any or all bids and to waive any informalities or irregularities in a bid, as it may deem in the best interest of the County.

Yuma County, Arizona

//S// Roger A. Patterson  
Roger A. Patterson, P.E.  
Yuma County Engineer

March 13 and 20, 2015

## INFORMATION FOR BIDDERS

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)

1. All persons wishing to submit bids should secure plans, specifications and a proposal pamphlet from the Yuma County Department of Development Services, Engineering Division, 2351 W. 26th Street, Yuma, Arizona 85364. Telephone [928] 817-5000. A refundable deposit of \$50.00 per set is required. An electronic version is available online at [www.yumacountyaz.gov/rfp](http://www.yumacountyaz.gov/rfp). **It is the Bidder's sole responsibility to insure they have all addenda, and notices prior to submitting a bid.**
2. To be placed on the Plan Holder's List and have addenda and other notices sent to them, prospective bidders on this project must register by submitting the Receipt Acknowledgement Form within the Proposal Pamphlet.
3. To be accepted, a bid must contain the entire Proposal Kit [PK pages] included in this Proposal Pamphlet. All forms therein must be completed and signed by an owner or authorized agent as indicated. No substitute forms or submittals by facsimile or other electronic means will be accepted.
4. All blank spaces for items being bid must be completely filled in on the Bid Schedule. Blank spaces requiring dollar amounts must be filled in with dollar amounts. If a line item unit price is left blank, the price will be considered as zero (\$0.00) and extended as such.
5. The Advertisement for Bids is included in this Proposal Pamphlet and outlines the place and time for receipt of bids along with other information.
6. This competitive bid is being conducted in accordance with the provisions of Arizona Administrative Code, Title 2, Chapter 7, and as modified by the "Bidding Requirements and Conditions" found in the Yuma County Public Works Standards Volume II, Section 102 of the General Conditions.
7. The construction of this phased Project is to be completed by November 27, 2015. The Contract Time will expire on this date.
8. The successful bidder within ten days after receipt of the notice of award shall complete and execute two sets of the Contract Kit [CK pages] and submit them to the Yuma County Department of Development Services.
9. The Project Manager for this Project is John L. Savicky, MSCE, P.E., Yuma County, 2351 W. 26<sup>th</sup> Street, Yuma, Arizona 85364. All inquiries from bidders shall be sent in writing via fax: (928) 817-5109; email: [John.L.Savicky@yumacountyaz.gov](mailto:John.L.Savicky@yumacountyaz.gov) or carrier service **prior to 72 hours of the scheduled bid opening. No inquiries will be accepted after this time.**



## RECEIPT ACKNOWLEDGEMENT FORM

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)

In order to be placed on the Plan Holder's list and receive notification regarding addenda, respondent[s] must submit this form to:

Yuma County Department of Development Services  
Engineering Division  
2351 W. 26th Street  
Yuma, AZ 85364  
Fax (928) 817-5020  
Attn: Susan Elton

The firm identified below may have an interest in being selected for the services described in the above noted improvement project, and requests notification in the event that any addenda or other notices are published. The County will attempt to notify plan holders by email.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP Code: \_\_\_\_\_

# **Proposal Kit**

**Yuma County**

**County 25th Street: Avenue E to Avenue D**

**Project CIP 1.1301**

**March, 2015**



## PROPOSAL

TO: Yuma County Board of Supervisors  
c/o Clerk of the Board of Supervisors  
Yuma County Administration Building  
198 South Main Street  
Yuma, Arizona 85364

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)

In compliance with the Advertisement for Bids, by the Yuma County County Engineer, the undersigned Bidder:

Having examine the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required contract and labor and material surety bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this project shall be in accordance with all applicable Public Works Standards, Specifications and Standard Details except as otherwise required by the Project Plans and Special Provisions;

Understands that this Proposal for construction of this project shall be submitted with a proposal guarantee of cash, certified check, cashier's check or bid surety bond for an amount not less than ten (10) percent of the amount bid;

Agrees that upon receipt of Notice of Award, from Yuma County, Bidder will execute the contract documents within ten (10) calendar days;

Understands that the work for the two phased project shall be completed by November 27, 2015. The Contract Time will expire on this date.

Hereby acknowledges receipt of and agrees Bidder's Proposal is based on the following Addenda (listed by number and date issued):

Number	Date	Number	Date
_____	_____	_____	_____
_____	_____	_____	_____

(List any additional addenda on the back of this sheet)

And, hereby submits the following Bid Schedule of units and quantities as a part of this Proposal:



# BID SCHEDULE

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)  
For: Yuma County

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
404000	SWPPP (Plans by Contractor)	LS	1		
451001	Maintenance & Protection of Traffic	F.A.	1	15,000.00	15,000.00
451002	Furnish & Install Traffic Control	LS	1		
<b>County 25<sup>th</sup> Street: Ave E to Ave D "A" items</b>					
210000A	Borrow Imported	CY	10,427		
202001A	Remove & Relocate Street Traffic Signs	Ea	1		
302001A	Roadway excavation	CY	2,987		
321001A	3" Asphaltic Concrete Pavement	SY	15,000		
310001A	8" Aggregate Base Course	SY	15,000		
310002A	6" Aggregate Base Course (8' ABC Shoulder)	SY	11,000		
336001A	Removal of Asphalt Concrete Pavement	SY	500		
336001A	Sawcut	LF	55		
340002A	New Type "C" Curb & Gutter YC Std 3-140	LF	377		
340002A	Concrete Curb transition per YC Std 3-150	Ea	4		
411000A	Safety Edge	LF	10,455		
402001A	Construction Surveying and layout	LS	1		
405001A	New Survey Monument w/Frame & Cover YC Std 4-040	Ea	2		
407001A	Adjust existing sewer manhole frame& cover YC Std 5-030	Ea	1		
407002A	Install provided frame & cover over 12" RW Gate Valve, YC Std 5-210	Ea	20		
407003A	Adjust 8" BlowOff valve frame and cover, YC Std -140	Ea	1		
608001A	Street Name Signing w/(36"x36") STOP sign & post with red retro reflective vertical stripe YC Std 3-390	Ea	3		
608002A	Install new R2-1 (24"x30") 50 mph sign & post	Ea	3		
608003A	Install new W1-7 (36"x18") & 2 posts	Ea	1		
608004A	Install new R1-1 (36"x36") STOP & 1 post with red retro reflective vertical stripe	Ea	2		
608005A	Install new W3-1 (30"x30") & post	Ea	1		

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
608006A	Install Type III Barricade w/OM4-2(18"x18") sign on both sides of each post	Ea	1		
704001A	4" Yellow Stripe, Sprayed Thermo (0.060")	LF	1,692		
704002A	4" White Stripe, Sprayed Thermo (.060")	LF	10,369		
704003A	12" White Stripe, Sprayed Thermo (0.060")	LF	400		
704004A	18" White Stop Bar, Sprayed Thermo (0.060")	LF	161		
704005A	Preformed Pavement Legend, Sprayed Thermo (ARROW/ONLY) (0.060")	Ea	3		
<b>Magrino Industrial Subdivision Unit No. 2 "B" Items</b>					
302001B	Grading Roadway for Pavement	SY	39,740		
310001B	8" AB	SY	25,480		
310002B	8" AB Access Roadway	SY	2,580		
321001B	3" Asphalt Concrete Pavement	SY	25,480		
340001B	Ribbon Curb, Detail C/8	LF	7,937		
340002B	Vertical Curb & Gutter, COY Std 3-120	LF	172		
340003B	Curb Transitions, COY Std 3-150	Ea	4		
340004B	Concrete Driveway (BOR Access Roads), COY 3-210	SF	640		
402001B	Construction Surveying and layout	LS	1		
405002B	(Type B) Street Monuments COY Std. 4-080	Ea	5		
450001B	Street Name Sign with Stop sign, COY Std 8-320	Ea	2		
450002B	Stop Sign (30"x30")with post, COY Std 8-011	Ea	2		
450003B	Type III Barricade, COY Std 3-360	LF	105		
601002B	242 Irrigation Box Culvert @ Port Authority Avenue, 5' x 6' per ADOT specifications and standards	LF	80		
601003B	242 Irrigation Headwalls @ Port Authority Avenue, per ADOT specifications and standards	Ea	2		
407001B	adjust existing Blow Off Valve to grade	EA	2		
407002B	Adjust existing 1" Water meter Box to grade	Ea	18		
407003B	Install provided Water Valve frame & cover, COY Std 5-120	EA	45		
407004B	Install provided Sewer Manhole Frame, cover & grade ring COY std 5-029	EA	8		

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
407005B	Adjust existing Sewer Manhole Rim to Final Grade	EA	1		
407006B	Adjust existing Sewer Forcemain C.O. to final grade	EA	1		
704001B	24" Thermoplastic Stop Bar	LF	136		
734001B	48" RGRCP Class III	LF	80		
5B	Fire Hydrant- Retroflective Raised Pavement Markers, COY Std 5-125	EA	11		
TOTAL BASE BID AMOUNT					

TOTAL BASE BID AMOUNT IN WORDS \_\_\_\_\_

\_\_\_\_\_

THIS PROPOSAL IS SUBMITTED BY \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_,  
or a partnership consisting of \_\_\_\_\_,  
or individual trading as \_\_\_\_\_;  
of the City of \_\_\_\_\_ (City, State) and is the holder  
of Arizona State Contractor's license(s): \_\_\_\_\_ (type)  
Classification \_\_\_\_\_ License No. \_\_\_\_\_

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ \_\_\_\_\_ and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

By \_\_\_\_\_  
[Signature]

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:  
[If Bidder is an Individual]

Witness: \_\_\_\_\_  
[Signature] [Date]

Name and Title: \_\_\_\_\_





## BID SURETY BOND

(Penalty of this bond must not be less than 10% of the bid amount)

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)  
For: Yuma County

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, (hereinafter called the Principal), and the \_\_\_\_\_, (hereinafter called the Surety), a corporation duly organized under the laws of the State of \_\_\_\_\_ and duly licensed and possessing a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Yuma County, State of Arizona [hereinafter called County] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by Principal to the County for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its proposal for County 25th Street: Avenue E to Avenue D (CIP 1.1301).

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the County in accordance with the terms of the Proposal and give the bonds and certificates of insurance as specified in the contract documents and standard specifications with good and sufficient Surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the bonds and certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS § 34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Principal Firm [Seal]

\_\_\_\_\_  
Surety Firm [Seal]

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Surety Signature  
{NOTE: attach current power of attorney}

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Address



**AFFIDAVIT OF NON-COLLUSION**  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn upon oath deposes and says:

That he/she is \_\_\_\_\_  
  (Title)  
of \_\_\_\_\_ and  
  (Name of Business)

that, pursuant to Section 112 of Title 23 United States Code and ARS §34-253, the above individual certifies as follows that neither he/she nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with project:

County 25th Street: Avenue E to Avenue D (CIP 1.1301)

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.



## BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)  
For: Yuma County

This form shall be submitted along with the Proposal but placed in a separate sealed envelope. The outside of the envelope shall bear the name of the CONTRACTOR and be marked "**List of Bidder's Participation, Subcontractors and Suppliers**".

The Bidder must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

The Bidder and all subcontractors shall be duly licensed in accordance with Arizona Revised Statutes at the time of the bid opening.

<b>BIDDER, SUB CONTRACTOR AND/OR SUPPLIER</b>	<b>CURRENT AZ LICENSE [SUB CONTRACTOR]</b>	
1. Earthwork/Trenching	_____	_____
2. Concrete Supplier	_____	_____
3. AC Pavement Supplier	_____	_____
4. Concrete Box Culvert	_____	_____
5. Traffic Control	_____	_____
6. Construction Staking	_____	_____
7. Electrical Conduit	_____	_____
8. ABC	_____	_____
9. Other_____	_____	_____
10. Other_____	_____	_____
11. Other_____	_____	_____

# **Contract Kit**

**Yuma County  
County 25th Street: Avenue E to Avenue D  
Project CIP 1.1301  
August, 2014**





# CONTRACT

**For the Construction of  
Yuma County Project  
County 25th Street: Avenue E to Avenue D  
CIP No. 1.1301**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_ (CONTRACTOR) of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, party of the first part, hereinafter designated the Contractor, and Yuma County, Arizona, party of the second part, hereinafter designated the OWNER.

**WITNESSETH:** That the Contractor, for and in consideration of the sum to be paid him by the OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

**ARTICLE I -- SCOPE OF WORK:** The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **County 25th Street: Avenue E to Avenue D (CIP 1.1301)** and to completely and totally construct the same and install the materials therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

**ARTICLE II -- CONTRACT DOCUMENTS:** The Advertisement for Bids, Bid Schedule, Additive Bid Items, if any, Plans Specifications, General Conditions, Special Provisions, Addenda, if any, Proposal, Bid Surety Bond, Affidavit of Non-Collusion, Yuma County Public Works Standard, Vol. I, [Details] and Vol. 2, [Specifications], Contract Performance Surety Bond, Labor and Materials Surety Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this contract to the same extent as if set forth herein in full.

**ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Owner. Owner retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

**ARTICLE IV - CONFLICT OF INTEREST:** All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

## CONTRACT (CONTINUED)

**ARTICLE V - TIME OF COMPLETION:** The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal Pamphlet.

**ARTICLE VI - PAYMENTS:** For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such payments within sixty (60) days after final inspection and acceptance of the work.

**ARTICLE VII – INDEMNIFICATION:** The Contractor hereby agrees to indemnify and save harmless the County of Yuma, the City of San Luis, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

**IN WITNESS WHEREOF,** the original Contract will be filed with the Clerk of the Board.

The Contractor agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the Proposal.

ATTEST: this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
CONTRACTOR [Party of the First Part]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness [If CONTRACTOR is an individual] [Date]

\_\_\_\_\_  
Name and Title



## CONTRACT (CONTINUED)

***Yuma County***  
**[Owner -- Party of the Second Part]**

---

Roger A. Patterson, P.E.  
Yuma County Engineer

Approved as to Form and Authorization

This \_\_\_\_\_ day of \_\_\_\_\_ 2015.

---

Edward P. Feheley  
Deputy County Attorney





# CONTRACT PERFORMANCE SURETY BOND

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)  
For: Yuma County

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and \_\_\_\_\_, (hereinafter called Surety) a corporation  
organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of  
\_\_\_\_\_, and duly licensed and possessing a certificate of authority to transact surety business in Arizona  
issued by the Director of the Department of Insurance, as Surety, are held firmly bound unto Yuma County, State of  
Arizona (hereinafter called Obligee) in the amount of:

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_ day of  
\_\_\_\_\_ 2015, for County 25th Street: Avenue E to Avenue D (CIP 1.1301) which Contract is hereby referred to  
and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform  
and fulfill all the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of  
Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty  
required under the Contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and  
agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications  
to the Surety being hereby waived; then the above obligation is void. Otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the  
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34,  
Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge  
of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Surety Firm

[Seal]

By \_\_\_\_\_  
Surety Signature {Attach current power of attorney}

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Principal Firm

[Seal]

By \_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Name and Title



# LABOR AND MATERIALS SURETY BOND

STATUTORY PAYMENT BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)  
For: Yuma County

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and \_\_\_\_\_, (hereinafter called Surety) a corporation  
organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, and duly licensed and possessing a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held firmly bound unto Yuma County, State of Arizona (hereinafter called Obligee) in the amount of:

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015, for County 25th Street: Avenue E to Avenue D (CIP 1.1301) which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Surety Firm

[Seal]

\_\_\_\_\_  
Principal Firm

[Seal]

By \_\_\_\_\_  
Surety Signature {Attach current power of attorney}

By \_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title



## YUMA COUNTY CERTIFICATE OF INSURANCE

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)

The \_\_\_\_\_  
Certifies that the following insurance policies have been issued on behalf of:

Name of Insured: \_\_\_\_\_

Address of Insured: \_\_\_\_\_

	Type of Insurance	Policy No.	Effective Date	Expiration Date	Amount	Limits of Liability
(1)	Workmen's Compensation					Statutory
(2)	Contractors Protective Bodily Injury				\$1,000,000	Each Occurrence
(3)	Contractor's Protective Property Damage				\$1,000,000 \$1,000,000	Each Accident Aggregate
(3)	Contractual Bodily injury				\$1,000,000	Each Occurrence
(3)	Contractual Property Damage				\$1,000,000 \$1,000,000	Each Accident Aggregate
(4)	Automobile Bodily Injury & Property Damage				\$1,000,000	Each Occurrence

When the project includes construction of a new, or modification of an existing building [in addition to the above types]:

- (5) Fire and extended coverage plus Vandalism and Malicious Mischief for the full amount of the CONTRACT, with the County of Yuma named as a additional insured.

		Policy No.	Expiration Date	Amount
(6)	Umbrella Coverage [if required within Special Provisions]			

Policy Includes coverage for:

- (1)
  - a. Damage caused by blasting
  - b. Damage caused by collapse or structural injury
  - c. Damage to underground utilities
- (2) Liability assumed in construction agreements and other types of CONTRACTS or agreements in effect in connection with insured operations.
- (3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

# **YUMA COUNTY CERTIFICATE OF INSURANCE [CONTINUED]**

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until thirty (30) days written notice of such cancellation or change has been delivered to the Yuma County Department of Development Services, Engineering Division, 2351 W.26<sup>th</sup> Street, Yuma, Arizona 85364.

It is further agreed that:

- (1) These policies shall not expire until all work has been completed and the PROJECT has been accepted in writing by Yuma County. A renewal Certificate of the required coverage must be sent to the Yuma County Department of Development Services, Engineering Division not less than thirty (30) days prior to expiration date).
- (2) The policy shall be endorsed to include the following additional insured language:"Yuma County, City of San Luis, US Bureau of Reclamation, and the Greater Yuma Port Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

\_\_\_\_\_  
Date

Countersigned by: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number



# Yuma County CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

## PART 100, SECTION 109, GENERAL CONDITIONS

Project Name: County 25th Street: Avenue E to Avenue D (CIP 1.1301)

To: Yuma County, Yuma, Arizona  
Whom it may concern:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above Project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$\_\_\_\_\_, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquished any and all further claims or right of lien under, in connection with, or as a result of the above described Project. The undersigned further agrees to indemnify and save harmless the Yuma County against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said County may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installations.

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

THE FOREGOING INSTRUMENT WAS SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My COMMISSION EXPIRES \_\_\_\_\_